

EXHIBIT 61

**AMENDMENT NO. 1 TO TOLLING AGREEMENT
EXTENDING CLAIM OBJECTION DEADLINE**

This Amendment No. 1 (the “Amendment”), dated as of December 21, 2022, to that certain Tolling Agreement Extending Claim Objection Deadline, dated as of July 27, 2022 (the “Agreement”), is made by and between Patrick Hagaman Daugherty, on the one hand, and Highland Capital Management, L.P. and the Highland Claimant Trust, on the other. Capitalized terms used but not defined herein have the meanings given to them in the Agreement.

RECITALS

WHEREAS, the Parties entered into the Agreement to extend the Claim Objection Deadline to object to the Reserved Claim to January 11, 2023, at 5:00 p.m. (Central Time) (*i.e.*, the Objection Deadline).

WHEREAS, solely to avoid the expense, inconvenience, and uncertainty associated with litigation, the Parties desire to enter into this Amendment to further extend the Objection Deadline to object to the Reserved Claim.

NOW, THEREFORE, effective as of the date set forth above, each of the Parties agrees as follows:

1. Extension of Objection Deadline. The term Objection Deadline as used in the Agreement is hereby amended and modified to mean 5:00 p.m. (Central Time) on the earlier of (a) December 31, 2023, (b) the first business day after the date that James P. Seery, Jr., is no longer the sole trustee of the Claimant Trust, or (c) the first business day after the date that the Claimant Trust is no longer (i) Highland’s sole limited partner or (ii) the sole owner of, and with the right to direct, Highland’s general partner.

2. Representations and Warranties. Each Party represents and warrants that the representations and warranties set forth in Section 5 of the Agreement are true and accurate as of the date hereof.

3. Effectiveness of Agreement; No Other Changes. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IT IS HEREBY AGREED.

PATRICK HAGAMAN DAUGHERTY



HIGHLAND CAPITAL MANAGEMENT, L.P.

By: _____

Name: _____

Its: _____



James P. Seery, Jr.

CEO

HIGHLAND CLAIMANT TRUST

By: _____

Name: _____

Its: _____



James P. Seery, Jr.

Claimant Trustee